

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11
:
Gawker Media LLC, *et al.*,¹ : Case No. 16-11700 (SMB)
:
Debtors. : (Jointly Administered)
:
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**SUPPLEMENTAL DECLARATION OF SETH D. BERLIN IN SUPPORT OF
DEBTORS' APPLICATION PURSUANT TO SECTIONS 327(e), 328(a) AND 330
OF THE BANKRUPTCY CODE, BANKRUPTCY RULES 2014(a) AND
2016, AND LOCAL RULES 2014-1 and 2016-1 FOR ENTRY OF AN
ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
LEVINE SULLIVAN KOCH & SCHULZ, LLP AS SPECIAL LITIGATION
COUNSEL EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

I, Seth D. Berlin, make this Supplemental Declaration, under penalty of perjury pursuant to 28 U.S.C. § 1746, and hereby declare as follows:

1. I am a partner at Levine Sullivan Koch & Schulz, LLP ("LSKS") and duly authorized to make this Supplemental Declaration on behalf of LSKS. I make this Supplemental Declaration in further support of the Application of Debtors Pursuant to 11 U.S.C. §§ 327(e), 328(a) and 330, Fed. R. Bankr. P. 2014(a) and 2016, and Local Rules 2014-1 and 2016 for entry of an order authorizing the retention and employment of LSKS as special litigation counsel effective *nunc pro tunc* to the Petition Date (the "Application") [Docket No. 132].² Among other state and federal bars, I am admitted and in good standing to practice law in the State of New York and before the United States District Court for the Southern District of New York.

¹ The last four digits of the taxpayer identification number of the debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Kinja Kft. (5056). The offices of Gawker Media LLC and Gawker Media Group, Inc. are located at 114 Fifth Avenue, 2d Floor, New York, NY 10011. Kinja Kft.'s offices are located at Andrássy út 66. 1062 Budapest, Hungary.

² Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Application.

2. At the request of the United States Trustee, I make this Supplemental Declaration to clarify certain information contained in the Application and in the Declaration of Seth D. Berlin in Support of the Application (the "Original Declaration").


3. In paragraph 27 of the Application, and in paragraph 28 of the Original Declaration, in response to the third question, LSKS stated:

[d]uring the 12 month prepetition period, LSKS represented and provided legal services to the Debtors in various litigated and non-litigated matters, **generally** pursuant to the firm's Discounted Preferred rates. The current Discounted Preferred Rates took effect on February 1, 2016, and reflected a firm-wide increase of 2.5% over the firm's 2015 Discounted Preferred Rates, except that (i) in *Bollea I*, LSKS and the Debtors agreed that the firm would not increase its prior rates until after the March 2016 trial and trial court proceedings concluded; and (ii) in *Williams*, LSKS agreed to charge a **negotiated rate** with an insurer for the Debtors. As set forth above, LSKS will continue to apply its Discounted Preferred Rates to this engagement postpetition. (emphasis added).

4. LSKS clarifies that, subject to the two exceptions noted in my original answer, it has in fact applied the firm's Discounted Preferred Rates to its representation of Debtors for the past twelve months. LSKS further clarifies that the "negotiated rate with an insurer for the Debtors" referenced in connection with the *Williams* matter is applicable only to that matter and is less than the Discounted Preferred Rates.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed this 8th day of August, 2016.



Seth D. Berlin